

United States District Court

CLERK OF DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2021 FEB 11 PM 4:19

Shani Adia McCall

Plaintiff

Case No:

Vs.

**3 - 2 1 CV 0 3 0 7 - 3**

Flagship Credit Acceptance

Defendant

Pursuant to USC Title 28 section 1331 & 1441 (b)

Memorandum of Law

Notice of Omnibus Motion

The lawful issues of this notice of removal are founded upon United States Laws, United States Code Title 12 Banks & Banking, Public Statutes at Large 38th Congress Stat 99-118, Federal Common law of the Uniform Commercial Code, United States Code Title 15 Commerce & Trade.

Affidavit/Notice of Commercial Fraud on Negotiable Instrument

This affidavit is made pursuant to the above federal laws and notice of Defenses in respect to payment of Alleged Debt Virginia Title 8.1A-306 along with USC Title 12-Banks & Banking, & USC Title 15 of the Fair Debt Collection Practices Act section 1692.

"I Shani Adia McCall declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

**Motion to Compel Discovery Rule 26 hearing FRCP**

- 1) It is a fact of Statute by and through the Constitution and laws of the United States that the Said Directors of the Financial Institution have a Statutory oath to Support the Constitution and the Banking Statutes of the United States. In Particular the notice of the Registration of that Oath is listed at Public Law Volume 13 Stat 99-118 38<sup>th</sup> Congress.
- 2) Inside of the provisions of that statute the Bank Directors have allowed for direct violations of their oath as an financial agent of the federal government. Those actions include: Extending a Mortgage agreement for beyond the prescribed statutory limit, not providing consideration in a said loan, or providing from an external source in violation of the original agreement (as Banks cannot loan capital Stock or the Stock of their depositors according to the statute), failing to answer several freedom of information requests as well as failing to answer to challenges to the debt though they are required to by the Fair Debt Collections Practice Act, endorsing the Note/Bond after the initial transaction in order to receive funds through my signature, fraudulently acting as and assuming the legal position of a Lender when in fact they provided no consideration in the contract, transferring a loan after actions and notices of fraud had been made against the transaction in violation of Virginia Law.
- 3) Each and every one of the above claims I noted in my exhibits, through the notices I mailed them and now through this request for discovery.
- 4) I request the oath of Bank Director and CEO Mr. Bob Hurzeler of Flagship Credit Acceptance, The CFO Rob Crowl, Vice President David Courts to determine the exact language of their Statutory Oath as Directors of a National Bank that is registered with the Comptroller of Currency. I have attached a freedom of Information request for this information and upon order of the court will resubmit this information if needed in order to get the statutory oath.
- 5) I demand that a Hearing be held to set-up an opportunity to ask the Directors of both institutions the direct questions of the interrogatives for compulsion of discovery that I mailed them exhibits which were included in my original complaint and included herein(Exhibits). I am requesting to take Depositions in order to determine whether or not they have specifically violated their statutory oaths and acted under color of authority in respect to the contract that their institution made with me.

## **Motion to Produce Documents**

- 6) I am demanding a certified copy of the original Note/Bond front and Back Copies.
- 7) I am Demanding that if the parties are not in possession of the original note and if they know its whereabouts that they produce that information for the record so that freedom of information request can be made.

## **Motion for a Jury Trial**

- 8) I am demanding a jury trial in this case as I am entitled to such by right.  
Notice of Laws that Pertain Specifically to the Case
- 9) I am incorporating Case Law that supports my original complaint.
- 10) The first is the case law that pertains to the priority of federal banking statutes over the United States Code Banks and Banking.
- 11) This is an important aspect to my case because title 12 of Banks and Banking is not considered positive law.
- 12) The courts of every district in the federal jurisdiction including the Supreme Court have consistently stated that the Statutes of the United States hold precedent over the United States Code and when left to interpretation it is the Statutes that hold authority. This is important because it is the Statutes that govern the actions of the aforementioned directors that prove their color of authority actions
- 13) Also I am incorporating for the judges review aspects of Public Law Volume 13 Stat99-118 38<sup>th</sup> Congress that will support my allegations.
- 14) It is clear that the Defendants attorneys refused to answer to any of my initial claims and instead resorting to name calling associating me with internet scams, and never addressing any of the points of law or allegations made.
- 15) It is more that obvious after initial research from the Statutes that the Bank directors mentioned herein have a statutory obligation. The question herein is whether they violated that statutory obligation and acted under color of authority and prohibited me from a federal right, privilege or immunity that I am guaranteed under Statute and under title 42 section 1983 of the United States Code as expressed in the Statute that governs the activity of the Bank Directors, loans from their institutions, and interactions with bonds and mortgages with Citizens.

### Remedy Request

- 16) I am requesting that the court grant me the Motion to Compel Discovery
- 17) I am requesting that the court demand the production of the Documents listed herein
- 18) I am requesting that the court grant me a jury trial
- 19) I am requesting that the court grant me all of the relief in this omnibus Motion and any further relief that it sees fit.
- 20) I am requesting the state court judges of this jurisdiction and venue recuse themselves if it cannot adjudicate on this case due to the federal laws required in order for remedy and relief to be provided
- 21) All former arguments of the initial complaint are herein incorporated

### **Affidavit of Facts**

1) Shani Adia McCall [Depositor/Creditor] provided Flagship Credit Acceptance with a deposit by way of negotiable instrument which the plaintiff is claiming to be the holder of the said negotiable instrument which covered all purchases made through my bond original account number 62041442841661001.

2). Defendants claim of indebtedness of Plaintiff is inaccurate and fraudulent. There was never a loan given by Flagship Credit Acceptance to Shani Adia McCall. Shani Adia McCall is not a debtor in this contract, Shani Adia McCall is of the understanding that he is the Creditor. Shani Adia McCall provided the assets in this contract in the form of a Checkbook deposit to Flagship Credit Acceptance which Flagship Credit Acceptance is the claimed holder of the said note which proves the transaction as a check-book deposit establishing a line credit account created through the note deposited by Shani Adia McCall with Flagship Credit Acceptance

3) There is no present verifiable lawful obligation by Shani Adia McCall to pay a debt. Demand for an obligor to pay a monetary demand is governed by Virginia 'Commercial Transactions' Title 8.1A-306 and as the Plaintiffs claim is that he owes nothing to the defendant, plaintiff testifies for the record that defendant is committing commercial fraud by demanding payment where there is no binding contractual obligation and no supporting proof that Flagship Credit Acceptance is a lender to Shani Adia McCall. The simple proof lies in the original note deposited with the financial institution which must be subpoenaed in order to prove the commercial fraud committed by the alleged defendant as the Defendant is NOT a holder or Holder in due course pursuant to Virginia Title 8.1A-306 which states, "Virginia Title 8.1A-306 Holder in due course

a. Subject to subsection c. of this section and subsection d. of Title 8.1A-306. "holder in due course" means the

holder of an instrument if:

(1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity.

4) Shani Adia McCall is not entitled to pay the instrument according to Virginia Title 1: Chapter 3,

### **“3305. Defenses and claims in recoupment.**

**(a) General rule.**—Except as stated in subsection (b), the right to enforce the obligation of a party to pay an instrument is subject to the following:

1. a defense of the obligor based on:

1. duress, lack of legal capacity or illegality of the transaction which, under other law, nullifies the obligation of the obligor;
2. fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms;”

5) The rules in Banking that govern Flagship Credit Acceptance as a financial institution are at United States Code Title 12 Banks & Banking. According to the Public Statute at Large 13 section 9 stat 99 which is the original Congressional Statute that serves as the Positive Law of the Primae Facie Law at USC Title 12 Banks & Banking financial institutions cannot,

1. Loan the capital stock of their Directors USC Title 12 section 83 (a), “(a) General prohibition

No national bank shall make any loan or discount on the security of the shares of its own capital stock

2. Loan the check book deposits of their customers

3. Loan money from an unidentified line of credit Virginia Title 1: Chapter 3 ‘fraud upon an instrument (ii), & (iii)

Any one of these actions would violate the original Public Statutes at Large 13<sup>th</sup> Congress which are positive law placed as primae facie law at United States Code Title 12 Banks and Banking.

6) Flagship Credit Acceptance has also committed fraud by stating that they are providing a loan and not providing the source of the law and or means by which the loan was procured.

7) Shani Adia McCall states that Lender also has violated section 1692f Of USC 15 of the Fair Debt Collections Practice Act stated herein as

*A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:*

*(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.*

8) Shani Adia McCall states that the Lender has also violated

**USC 15 1692e** *"A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section*

*(2) The false representation of—*

*(A) The character, amount, or legal status of any debt;*

### **Remedy Demand**

Wherefore Defendant demand for payment cannot be granted without providing proof that they are a lender who provided assets to Shani Adia McCall. The basis of the Plaintiff claim is rooted in the original note. Flagship Credit Acceptance cannot enforce payment on an instrument that it is not the holder in due course of. Wherefore:

- a) Plaintiff demands that the court subpoena the original instrument/note with the original signature of Shani Adia McCall.
- b) Plaintiff demands that an audit of the account mentioned herein are done to see whether it was a loan or a checkbook deposit.
- c) If there is no original note provided the Defendant has no legal or lawful claim and the case must be dismissed with no obligation of further payment to Defendant.
- d) Plaintiff demands that the claims of the Defendant be only assessed within the realm of law that governs enforcement of paying instruments **[Virginia Title 8.1A-306 – Commercial transactions]** and **United States Code Title 12 Banks and Banking, 38th Congress Stat 99-118 National Banking Associations** as Title 12 Banks & Banking is only prima facie evidence of the Positive law of Public Statutes 13 stat 99 which governs Banks and Banking.
- e) Plaintiff demands that Flagship Credit Acceptance identify the source of the funds as Federal law proves that the Directors of the Bank cannot lend 1) their Stock, 2) Banks cannot lend the assets of their customers, and 3) banks cannot provide a line of credit without identifying the source of the funds.

**I Shani Adia McCall declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.**

A handwritten signature in black ink, appearing to be "Spencer", written over a horizontal line.

[Made pursuant to Title 28USCA Section 1746]

3232 Briery Rd.  
Keyville, Charlotte VA 239470  
434 - 414 - 8114

Exhibit

## Preliminary Forensic Audit Report

Performed by: K'in Way Xi

Nu Ways LLC - a Loan Fraud Investigations Association

Name of Requester: Shani McCall

Issue: Instrument:

Sources: Original Loan Documents, [www.secinfo.com](http://www.secinfo.com), [www.faq.org](http://www.faq.org) Flagship Credit Acceptance Indenture instrument 64830GAB2 CUSIP

This report is made to show that the Entity (FLAGSHIP CREDIT ACCEPTANCE) requesting Payment is Not the Legally Current or Original Creditor or Holder in Due Course of the Contract that gave rise to any claim, has no Interest, No Tax responsibility, and thus cannot enforce the alleged debt. For this Entity To elect that they can enforce payment based on the rules in this State and the federal laws they must answer the Fair Debt Collection Practice Act Interrogatives and prove they are a holder in due course of an enforceable contract. .

## AUDIT-INFORMATION CONCERNING CONTRACT -(See Exhibit A)

Original Creditor-Holder in Due Course SPV-Issuing Entity-Certificate Holders	NONE
Private Trustee Claimant	FLAGSHIP CREDIT ACCEPTANCE
Trustee	FLAGSHIP CREDIT CORPORATION
CUSIP instrument #	64830GAB2
CEO	Michael Ritter
Original Loan Number	62041442841661001
Altered Fraudulent Loan Number-Actual Security Obligation Number Investors of FLAGSHIP CREDIT ACCEPTANCE	44740381001
Initial Transaction Date	5/17/2019
EIN	273237099
Investment Contributions	Deductible
Grantor/Investor	Merrill Lynch Mortgage
Grantee	N/A
TILA Violations Occurred?	Yes

## Auditors Claims of Financial Illegality &amp; Fraud and Merits to Void Contract

1. All of the above mentioned entities have committed fraud in contract securities, material alteration of securities without authority, conversion, illegality, and violation of the fair debt collection practices act.
2. The parties who are making claims (FLAGSHIP CREDIT ACCEPTANCE) are not the holder in due course of any enforceable contract.
3. Pursuant to Title 18 USC § 472 & 473 In Re w-4 Form w-8 Form 56 Entities have issued a series of fraudulent securities violating the following law,

"Uttering counterfeit obligations or securities, Whoever, with intent to defraud, passes, utters, publishes, or sells, or attempts to pass, utter, publish, or sell, or with like intent brings into the United States or keeps in possession or conceals any falsely made, forged, counterfeited, or altered obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both". Stated also in Title 18 USC § 473 Dealing in counterfeit obligations or securities, Whoever buys, sells, exchanges, transfers, receives, or delivers any false, forged, counterfeited, or altered



obligation or other security of the United States, with the intent that the same be passed, published, or used as true and genuine, shall be fined under this title or imprisoned not more than 20 years, or both."

4. If the entity (FLAGSHIP CREDIT ACCEPTANCE) cannot provide proof of standing and answer Fair Debt Collection Practice Interrogatives and standing as a holder in due course as expressed in State law (PACS Title 13 sec 3302), then it has no interest, no equity, no claim, and all instruments bearing such claims are fraudulent and void unless they are disclosed as an original instrument or contract from the holder in due course.
5. The account number (06053601001) is actually an account number for investors in FLAGSHIP CREDIT ACCEPTANCE and does not bear the name of (Shani McCall) and (Shani McCall) has no document of obligation to FLAGSHIP CREDIT ACCEPTANCE or the investors.
6. The Laws of the Consumer Credit Protection and Fair Debt Collection Practices Act are all applicable.
7. The law that substantiates this request is USC 15 section 1692G section (a) clause 2 a) Notice of debt; contents  
Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(2) the name of the creditor to whom the debt is owed;

8. This Debt is Officially disputed according to federal and State law, stated at: USC 15 section 1692G section (b) Disputed Debts:

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector

9. USC 15 Section 1692K Civil Liability -

a) Amount of damages

Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—

(1) any actual damage sustained by such person as a result of such failure;

10. The Debt Collector may NOT take any unfair and nonjudicial Action based on Federal law, which states, USC 15 section 1692 (f) A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (6) Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if—
  - (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;
  - B) there is no present intention to take possession of the property; or
  - (C) the property is exempt by law from such dispossession or disablement.

I hereby certify that the foregoing information is True and Accurate to the Best of my Research as a Financial Auditor. I attest my signature under penalty of perjury reserving all rights in case of any mistakes or inaccuracies concerning the publicly available information that is provided in regards to the above transaction.

(K'in Way Xi) electronic Signature  
Auditor Authentication

EMD: HA

**INTERROGATIVES Depositions for Disclosure & Discovery  
ALLEGED DEBT COLLECTOR/CREDITOR DISCLOSURE STATEMENT  
Re "Offer of Performance"**

***This statement and the answers contained herein may be used by the Issuer & Maker, if necessary, in any court of competent jurisdiction***

**Respondent's Interrogatives for Alleged Creditor**

Notice: This Debt Collector/Creditor Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC § 1692g and the Freedom of Information Act 5 USCA § 552, applicable portions of *Truth in Lending (Regulation Z)*, 12 CFR 226 Contract Disclosure and UCC 1-207, and demands as cited above in Offer of Performance. Debt Collector/Creditor must make all required disclosures clearly and conspicuously in writing re the following:

1. NAME OF ALLEGED DEBT COLLECTOR/CREDITOR:  
.....
2. Address of Debt Collector/Creditor:  
.....
3. Correct Lawful Name of Living Being, alleged Debtor/Obligor: .....
4. Are you a required to register with the United States Department of Treasury as a financial institution?
5. Please provide the Documents that certify that you are a financial institution registered with the federal government through the United States Department of Treasury.....
6. Address of alleged Debtor/Obligor: ... ..
7. Alleged Account Number: #####.....
8. Alleged debt owed: \$ #####.....
9. Date alleged debt became payable: .....
10. What is the name and address of the alleged Original Creditor who actually provided funds to the alleged Debtor/Obligor, if different from alleged Debt Collector/Creditor?  
  
.....
11. If Debt Collector/Creditor is different from alleged Original Creditor, does Debt Collector/Creditor have a bona fide affidavit of assignment the signature of the alleged Debtor/Obligor as an assignment for entering into alleged original contract between alleged Original Creditor and alleged Debtor/Obligor?  
YES NO
12. Did Debt Collector/Creditor purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
13. Are you the holder of the Original note/contract?
14. Are you the holder in due course of the Original Note and or Contract and if so please provide front and back copies of the original contract and or note
15. If applicable, give the date of purchase of this alleged account from alleged Original Creditor, purchase amount, and a copy of the original transaction:



16. Did Debt Collector/Creditor purchase this alleged account from a previous debt Collector/Creditor? YES NO N/A
17. If applicable, date of purchase of this alleged account from previous debt Collector/Creditor, purchase amount, and a copy of the original transaction:



18. Regarding this alleged account, Debt Collector/Creditor is currently the:

(a) Owner; (b) Assignee; (c) Other-explain: .....

.....

15. What are the terms of the transfer of rights in re this alleged account? .....

.....

16. If applicable, transfer of rights re this alleged account was executed by the following method:

(a) Assignment; (b) Negotiation; (c) Novation; (d) Other - explain: .....

.....

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A

18. What is the nature and cause of the consideration cited in #17 above? .....

.....

.....

19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?

YES NO N/A

20. What is the nature and cause of any value cited in #19 above? .....

.....

21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor/Obligor? YES  
NO N/A

22. What is the nature and cause of any consent cited in #21 above?

23. Has the alleged Debt Collector/Creditor provided alleged Debtor/Obligor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO

24. Date said verification cited above in #23 was provided alleged Debtor/Obligor with official copy and certification that it was sent to alleged Debtor/Obligor: .....

25. Was said verification cited above in #23 in the form of a sworn or affirmed oath, affidavit, or deposition?  
YES NO

26. Verification cited above in #23 was provided alleged Debtor/Obligor in the form of: OATH AFFIDAVIT DEPOSITON

27. Does Debt Collector/Creditor have knowledge of any claim(s)/Defense(s) re this alleged account? YES NO

28. What is the nature and cause of any claim(s)/defense(s) re this alleged account? .....

29. Does Debt Collector/Creditor receive Letter of Credit Financing from a major financial institution to run its operational budget?

30. Please Provide the 1096 and 1098 Tax Returns for this account.

31. Please Provide the 1099 OID and the 1099 INT forms for this account.

32. Are you [Alleged Creditor] the payor or the recipient on the 1099 OID forms?

33. Does this account operate as a pooling and servicer agreement?

34. Are you [Alleged Creditor] in this contract serving in the status of a pooler or servicer for the Original Lender?

35. Have you [Alleged Creditor] ever received any benefit from a third party financial institution due to the alleged contract with the alleged obligor?

36. Have you [Alleged Creditor] ever received stocks, bonds, securities or any other commercial items from any third party institutions in respect to the alleged contract with the obligor?

37. Are there any stocks, bonds, or securities attached to the contract between you [Alleged Creditor] and the alleged obligor?

38. If the answer to the former question is yes could you please provide the CUSIP number for the said financial instrument?

39. Is this account connected to any Trust agreements?

40. Please provide the trust account number and the name of the trust and the name of the indentured trustee, who is handling and paying the interest on the certified securities on the Depository Trust Corporation relative to this account.

41. Is this account in any way connected to any financial and or securities fraud?

42. Please provide certified copies of the N-8A registration filed pursuant to section 8A of the Investment Company Act of 1940, the 10 K annual report, the S-3 registration statement and the S-4 prospective filed pursuant to Rule 425 (b) 5 with the Securities and Exchange Commission under section 13 & 15 (d) of the Securities and Exchange Act of 1934 in reference to this account and any certificated or uncertificated stocks, bonds, securities, or other financial instruments associated with this account.

43. Was alleged Debtor/Obligor provided with a loan by Debt Collector/Creditor? YES NO

44. If the alleged Debtor/Obligor was provided with a loan does the Debt Collector/Creditor have proof that assets were provided from the financial institution to the alleged obligor. Please provide certified copies, front and back of all documentary proof.

45. Was alleged Debtor/Obligor sold any products/services by Debt Collector/Creditor? YES NO

46. What is the nature and cause of any products/services cited above in # 29?  
.....  
.....

47. Does there exist a verifiable, bona fide, original commercial instrument [note or contract] between alleged Debt Collector/Creditor and alleged Debtor/Obligor containing alleged Debtor/Obligor's bona fide signature? YES NO

48. What is the nature and cause of any verifiable commercial instrument cited above in # 31?  
.....  
.....

49. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector/Creditor and alleged Debtor/Obligor?

YES NO

50. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33?  
.....  
.....

51. Have any charge-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

52. Have any insurance claims been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

53. Have any tax write-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

54. Have any tax deductions been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

55. Have any valid judgments been obtained by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

56. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract and was full disclosure of the nature of the contract provided to the alleged obligor?  
YES NO

57. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed Legal professional before executing the alleged contract? YES NO

58. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector/Creditor's failure, both intentional and otherwise, in completing/answering points "1" through "58" above and returning this Debt Collector/Creditor Disclosure Statement, as well as providing Maker with the requisite *verification* validating the hereinabove-referenced alleged debt, constitutes Debt Collector/Creditor's tacit agreement that Debt Collector/Creditor has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector/Creditor tacitly agrees that Debt Collector/Creditor waives all claims against Maker and indemnifies and holds Maker harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove—referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector/Creditor Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Shani A McCall

Official Title of Signatory

Authorized Signature for Debt Collector/Creditor

Debt Collector/Creditor must timely complete and return this Debt Collector/Creditor Disclosure Statement, along with all required documents referenced in said Debt Collector/Creditor Disclosure Statement. Debt Collector/Creditor's claim will not be considered if any portion of this Debt Collector/Creditor Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC § 1692, Freedom of Information Act 5 USCA § 552 et seq., and which states in relevant part: "A debt Collector/Creditor may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law.

If Debt Collector/Creditor does not respond as required by law, Debt Collector/Creditor's claim will not be considered and Debt Collector/Creditor may be liable for damages for any continued collection efforts, as well as any other injury sustained by Maker of this Document. Please allow thirty (30) days for processing after Respondents receipts of Debt Collector/Creditor's response.



ALERT DUE TO LIMITED TRANSPORTATION



# USPS Tracking<sup>®</sup>

**FAQs** >

## Track Another Package +

**Tracking Number:**

Remove X

**70191120000122160573**

Your item has been delivered and is available at a  
PO Box at 9:36 am on June 19, 2020 in CHADDS  
FORD, PA 19317.



 **Delivered**

June 19, 2020 at 9:36 am  
Delivered, PO Box  
CHADDS FORD, PA 19317

**Get Updates** ✓



The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Shani Adia McCall

**DEFENDANTS**

Flagship Credit Acceptance

**(b) County of Residence of First Listed Plaintiff**

Charlotte

(EXCEPT IN U.S. PLAINTIFF CASES)

**County of Residence of First Listed Defendant**

Delaware

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

FEB 11 2021

CLERK U.S. DISTRICT COURT

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (For Diversity Cases Only)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

- |   |  |  |   |   |   |
|---|--|--|---|---|---|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other  | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application<br><input type="checkbox"/> 840 Trademark  | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input checked="" type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 485 Telephone Consumer Protection Act<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input checked="" type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| <input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property  | <input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education  | <b>Habeas Corpus:</b><br><input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><b>Other:</b><br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement   | <input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act<br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 |   |

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Failure to provide information based on FOIA USC 5 Section 552

Brief description of cause:

Illegality, Contractual Fraud, Defendant Not a Holder of Due Course

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

Court Seal, Release of Title JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING FFP

JUDGE

MAG JUDGE